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12 UNITE HERE Local 11  
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14 Los Angeles, CA 90017  
15 Tel.: 213-481-8530 x258  
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18 Attorneys for Plaintiff UNITE HERE Local 11

19 UNITED STATES DISTRICT COURT  
20 CENTRAL DISTRICT OF CALIFORNIA

21 UNITE HERE LOCAL 11,

22 Plaintiff,

23 vs.

24 DISNEYLAND RESORT,

25 Defendants.

Case No.:

SACV11-00579 JVS (RNPx)

COMPLAINT AND PETITION TO  
COMPEL ARBITRATION

(Federal Arbitration Act; Labor  
Management Relations Act)

26 Plaintiff UNITE HERE Local 11, petitions this Court for an order compelling arbitration  
27 in accordance with the terms of an arbitration agreement pursuant to 9 U.S.C. § 4 and 29 USC  
28 §185, on the following grounds:

BY: \_\_\_\_\_

CLERK OF COURT  
CENTRAL DISTRICT OF CALIF.  
LOS ANGELES

11 APR 14 PM 1:28

FILED

**PARTIES**

1  
2 1. Plaintiff is a labor organization, with its principal place of business located in the  
3 Central District of California representing employees at Disneyland hotels in an industry  
4 affecting interstate commerce.

5 2. Defendant Disneyland Resort operates in Anaheim California and is an employer  
6 affecting interstate commerce.

**JURISDICTION AND VENUE**

7  
8  
9 3. This Court has jurisdiction over this dispute pursuant to 28 U.S.C. § 1331, Section  
10 301 of the Labor Management Relations Act (29 USC §185) and Section 4 of the Federal  
11 Arbitration Act, 9 U.S.C. § 4. Venue is properly before this Court pursuant to 28 U.S.C. § 1391,  
12 29 USC Section 301 of the Labor Management Relations Act (29 USC §185) and Section 4 of  
13 the Federal Arbitration Act, 9 U.S.C. § 4.

**FACTUAL ALLEGATIONS**

14  
15  
16 4. Plaintiff and Defendant entered into a collective bargaining agreement (“the  
17 CBA”), a copy of relevant portions of which are attached hereto as Exhibit A.

18 5. Although the CBA’s stated expiration date has passed, the parties have treated the  
19 CBA as still in effect for disciplinary matters, and have arbitrated other cases arising after such  
20 expiration date.

21 6. A controversy arose between Plaintiff and Defendant in which Plaintiff claimed  
22 that Defendant terminated Mary Ann Hegner in violation of the CBA’s just cause requirement.

23 7. Plaintiff filed a grievance to this effect. The parties proceeded through the  
24 grievance process set forth in the CBA and at the final stage of the grievance process, Plaintiff  
25 demanded arbitration.

26 8. Defendant agreed to arbitrate the just cause issue in the letter attached hereto as  
27 Exhibit B.  
28

1           9.     However, Defendant later changed its mind and has refused to arbitrate the issue  
2 of just cause.

3           10.    Plaintiff relied on this Agreement in various ways including by not taking  
4 economic action over the dispute at a time it would be most effective. Moreover, the common  
5 law of LMRA section 301 does not require consideration for a labor agreement to be binding.

6           11.    Defendant's failure to arbitrate is without substantial justification.

7           **WHEREFORE**, Plaintiff prays,

8           1.     For an order compelling Defendant to proceed to arbitration forthwith;

9           2.     For Plaintiff's attorneys fees pursuant to section 301;

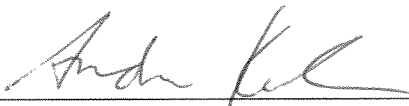
10          3.     For Plaintiff's costs herein;

11          4.     For such and other relief as the Court deems just and proper.

12  
13 Dated: April 14, 2011

Respectfully submitted,

14                   McCRACKEN, STEMERMAN &  
15                   HOLSBERRY

16                   By:   
17                   Richard G. McCracken  
18                   Andrew J. Kahn

19                   Attorneys for Plaintiff UNITE HERE Local 11  
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## **EXHIBIT A**

# AGREEMENT

Between

Walt Disney World Co.  
dba Disneyland Hotel, Disney's Paradise Pier  
Hotel, and Disney's Grand Californian Hotel

and

Hotel Employees and Restaurant  
Employees (HERE) Union,  
Local 681, AFL-CIO

**4 Year Agreement**  
**Effective 2/1/04 – 1/31/08**

The terms and conditions of employment contained in this Agreement shall cover employees working at the Disneyland Resort Hotels (Disneyland Hotel, Disney's Paradise Pier Hotel ("DPPH") and Disney's Grand Californian Hotel) ("DGCH"). This Agreement shall not pertain to employees working in the "Theme Park" in Disneyland, Disney's California Adventure or the Retail, Dining, and Entertainment Complex known as "Downtown Disney."

THIS AGREEMENT is entered into by and between Walt Disney World Co., dba Disneyland Resort Hotels, Anaheim, California (hereinafter referred to as the "Employer") and the HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES (H.E.R.E.) UNION, Long Beach and Orange County, California, Local #681, AFL-CIO (hereinafter referred to as the "Union"), acting on behalf of the employees of the Employer within the jurisdiction of the Union employed in the classifications hereinafter specified.

#### WAIVER

**During the term of this Agreement or any extension thereof, the parties each voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter, which has been raised and disposed of during the course of the collective bargaining, which resulted in this Agreement.**

#### WITNESSETH

WHEREAS, the Union is affiliated with the Hotel Employees and Restaurant Employees Union International and the AFL-CIO; and

WHEREAS, The Union is authorized to represent all employees of the Employer working in the classifications hereinafter specified; and

WHEREAS, it is the expressed intent hereof that the parties shall operate their labor relations in accordance with the true intent and meaning of this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and agreement herein contained, the parties hereto do hereby agree:

#### ARTICLE 1 TERMS AND CONDITIONS

In consideration of the covenants set forth herein, the Employer agrees that all of its employees within the jurisdiction of the Union shall be employed under the terms hereof and the Union agrees that all employees represented by it hereunder will work according to the terms and conditions of this Agreement during the term thereof.

C. DISPUTES WITH OTHER UNIONS

All jurisdictional disputes between the Union signatory hereto, or on whose behalf of this Agreement is made, or any other Unions affiliated with the AFL-CIO, shall be determined in the manner and by the procedure established by the American Federation of Labor and Congress of Industrial Organizations and no jurisdictional stoppages or slow-downs shall be imposed upon the Disneyland **Resort**.

ARTICLE 9  
DISCHARGE

- A. Any employee who is to be discharged must be so notified at the end of his shift. If this is not done and he reports to work the next day and is not put to work, he shall receive a full day's pay for so reporting.
- B. Discharge shall be for cause only and in the event of a dispute, the matter shall be resolved under the provisions of Article 26 hereof.
- C. The Union shall not be obliged to notify any member of discharge or change of shift; this must be done by the Employer.
- D. An employee may request that a Union Representative (including Shop Steward) be present during an investigatory conference with management.

ARTICLE 10  
HEALTH AND SAFETY

The Employer and the Union jointly recognize the importance of maintaining a safe environment. The Employer agrees to comply with all State and Federal OSHA requirements.

The Employer agrees to continue present practices regarding floor slats and mats, and to review all new facilities with regard to such present practices.

Employees receiving written safe work practices and/or training information or materials from the Company may be required to sign for receipt of such information and/or material in order to document that employees have been given said information and/or materials.

ARTICLE 11  
LEAVE OF ABSENCE

- A. A Regular employee's request for leave of absence, not to exceed thirty (30) days, will be given consideration by the Employer and will be granted if there is good cause for it and the employee's services can reasonably be spared. All leaves of absence will be granted in writing. No leave of absence will be extended beyond thirty (30) days except for compelling reasons.
- B. A Regular employee who requests a leave of absence because of an occupational or non-occupational illness or injury, including pregnancy, will upon certification of the employee's

The following units/locations have an established day/night crew and schedule:

**D/L Hotel**

Granvilles Front of House  
Hook's Point Front of House  
Goofy's Culinary  
Room Service Culinary  
Granvilles Culinary  
Bake Shop  
Custodial  
Room Service

**Paradise Pier Hotel**

- Main Kitchen  
- Stewarding  
- **Yamabuki's**

D. In no event shall any employee, regardless of seniority, have the right to any specific assignment or schedule in the absence of an opening, except when returning from an authorized leave of absence or vacation or when there is a significant change in the nature of the operation within the specific unit. In the event of such a change the revised schedule, as determined by the Employer, will be open to affected employees and the principles of seniority will be observed where skill and ability are relatively equal as determined by the Employer.

Where requests are made simultaneously, vacation periods and leaves of absence will be awarded by seniority. Requests not to be scheduled on a holiday will be awarded by seniority. Every effort will be made to assure that the preferences are protected. This language is not meant to imply that the Employer must grant any request for time off when the needs of the business, as determined by the Employer, do not allow it.

A Casual-Temporary employee who is converted to Regular status shall receive a vacation accrual date which is identical with his most recent seasonal hire date.

E. Seniority will be lost under the following circumstances:

1. Discharge for just cause.
2. Resignation
3. Layoff and not recalled within six (6) calendar months.
4. Loss of unit seniority:
  - a. Transfer to new location
  - b. Change in job classification

F. Newly hired or rehired Regular employees shall be considered to be on probationary status during the first sixty (60) calendar days of employment with the Employer. During the probationary period, an employee shall be subject to termination at the sole and absolute discretion of the Employer and such termination shall not be subject to grievance and/or arbitration by either the Union or the employee. All other terminations shall be for just cause only.

G. The seniority principles outlined in Article 19. Seniority shall not apply where employees are being promoted from a bargaining unit classification to a temporary non-bargaining unit management position. When this occurs the employee shall maintain his or her classification for a period of fifty-two (52) consecutive payroll weeks for purposes of transferring back to such



ARTICLE 24  
TRAINING/MEETINGS

1. If an employee is required to attend a meeting or training session during a non-scheduled workday, such employee shall be entitled to receive a minimum of four (4) hours pay at the straight time rate. When an overtime condition exists, the employee shall be paid this minimum four (4) hour pay in accordance with Article 16.
2. If an employee is required to attend a meeting or training session immediately preceding or following such employee's scheduled workday, compensation shall be on a straight time basis for the actual time of the meeting or training session except when overtime conditions exist. Overtime shall be paid in accordance with Article 16.

ARTICLE 25  
MEALS

All employees shall be responsible for and required to pay for their own meals.

ARTICLE 26  
GRIEVANCE AND ARBITRATION PROCEDURE

A. Any grievance filed by an employee under this Agreement, with the exception of vacation pay grievance, shall be filed within fifteen (15) working days after the alleged violation and any determination through the grievance and arbitration procedure shall not exceed thirty (30) calendar days retroactive computation prior to the violations.

B. Grievance Procedure:

Step 1.a. Any employee who believes he or she has a specific justifiable request or complaint in regard to wages, hours, conditions of employment or interpretation of this Agreement shall discuss the same with his immediate supervisor with, or without, a Union representative being present, as the employee may elect, in an attempt to settle the issue. Any solution or settlement shall be consistent with the terms and provisions of this Agreement. Any issue not raised within fifteen (15) working days after its occurrence, or after the aggrieved became aware or should have become aware of the alleged violation, shall be deemed waived or abandoned. If the issue is not settled within five (5) working days after its presentation to the supervisor, the employee or the Union representative may proceed to Step 2 of the grievance procedure within seven (7) working days.

b. In case of discharge, either party may unilaterally waive Step 1 and proceed directly to Step 2.

An employee notified of warnings, in writing, shall be expected to sign such notice as acknowledgment of receipt, but such signing shall in no way constitute agreement with the contents of such notice.

Step 2.a. Upon invocation of Step 2, any complaint not resolved under Step 1 shall be reduced to writing, setting forth the alleged violation, date, those involved and location and

presented to Human Resources/Labor Relations. The Employer representative and the Union Business Representative shall meet within seven (7) working days to attempt to settle the same. The answer to a grievance shall be reduced to writing and forwarded to the grievant's representative within seven (7) working days after the parties have met.

b. If a satisfactory solution was not arrived at in Step 2, then Step 3 may be invoked within seven (7) working days following receipt of the unsatisfactory written answer by notifying the personnel representative in writing.

Step 3.a. If an issue cannot be resolved in accordance with the procedures described above the moving party may elect to refer the matter to an impartial arbitrator by giving written notice upon the **Director of Labor Relations** or his designated representative indicating its desire to arbitrate. The Written demand for arbitration shall set forth the grievance to be arbitrated, the Article(s) of the Agreement alleged to have been violated, and the relief sought.

Representatives of the Union and the Employer shall attempt to select an arbitrator from the permanent panel of five (5) to hear and determine the specific grievance (Doug Collins, Howard Block, Bill Rule, Jonathon Monat, **Tom Roberts**). In the event an arbitrator cannot be mutually agreed upon within five (5) working days after the written demand for arbitration has been served, the Union shall first strike one (1) name from the list and the Employer shall then strike one (1) name, thus alternating until the remaining name shall be the arbitrator.

The arbitrator shall not have any authority, jurisdiction or power to alter, amend, change or modify, add to or subtract from any of the provisions of this Agreement.

The arbitrator shall have the power and authority to award appropriate relief and to remedy any violations of this Agreement and to preclude any such further violations, but he shall not have the power or authority to award punitive or exemplary damages. The award of the arbitrator shall be final and binding upon the Union, the employee involved, and the Employer.

b. All time limits may be extended by mutual consent of the parties. Noncompliance with the time limits or mutual extension thereof, on the part of the moving party, shall result in forfeiture of that party's position.

c. The fees and expenses of the Arbitrator shall be borne by the party against whom the Arbitrator makes a decision.

d. Calculations for any retroactivity regarding tips and/or gratuities shall be based on declared tips and/or gratuities.

e. Employees changing their personal status (name or social security number) shall not be subject to disciplinary action.

C. Should the Employer feel that there is a just complaint the matter shall be taken up with the Business Representative of the Union and if a satisfactory settlement is not reached, the Employer may proceed in an attempt to settle the issue in the same manner as outlined herein for the adjustment of an employee complaint.

## **EXHIBIT B**



**Disneyland.**

July 6, 2010

Russell Maitland  
Unite HERE, Local 11  
13252 Garden Grove Blvd., Suite 200  
Garden Grove, CA 92843

Via Fax and Mail

Re: Arbitration Request – Mary Ann Hegner Separation

Dear Russell:

This letter responds to the above-referenced grievance. The Company is in receipt of your request to arbitrate this grievance. The Company is willing to arbitrate this grievance. Please contact me by no later than July 13, 2010, to strike for arbitrators.

Please let me know if you have any questions. Thanks for your continued cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Levon". The signature is stylized with a large, sweeping "J" and a cursive "L".

Jeff Levon  
Labor/Cast Relations Manager  
Disneyland Resort

cc: Eileen McNamara

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge James V. Selna and the assigned discovery Magistrate Judge is Robert N. Block.

The case number on all documents filed with the Court should read as follows:

**SACV11- 579 JVS (RNBx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

---

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☐ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☒ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name &amp; Address:

Andrew J. Kahn, SBN 3751  
 DAVIS, COWELL & BOWE, LLP  
 595 Market Street, Suite 1400  
 San Francisco, CA 94105  
 Telephone: 415-597-7200

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

UNITE HERE LOCAL 11

CASE NUMBER

PLAINTIFF(S)

SACV11-00579JVS(RNB)

v.

DISNEYLAND RESORT

DEFENDANT(S)

## SUMMONS

TO: DEFENDANT(S): Disneyland Resort  
700 W Ball Rd, Anaheim, CA 92802

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☐ complaint ☒ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Andrew J. Kahn, whose address is 595 Market Street, Suite 1400, San Francisco, CA 94105. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

APR 14 2011

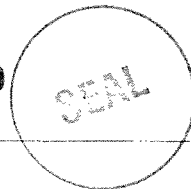
Clerk, U.S. District Court

JULIE PRADO

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

(Seal of the Court)



(Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Attached 60 days by Rule 12(c)(3).)

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

<b>I. (a) PLAINTIFFS</b> (Check box if you are representing yourself.)  UNITED RELOCAL IT		<b>DEFENDANTS</b>  DISNEYLAND RESORT																					
(b) Agency or Firm Name, Address and Telephone Number. If you are representing yourself, provide same. Andrew T. Kahn, DAVIS, COWELL & BOWEN, LLP 995 Market St., Suite 1400, San Francisco, CA 94105 Telephone: 415-993-7200		Attorneys (If Known)																					
<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Citizenship of Parties in Item III)		<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> - (For Diversity Cases Only) (Place an X in one box for plaintiff and one for defendant.)  <table style="width:100%;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td><input type="checkbox"/> 1</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> </tr> </table>			PTF	DEF	PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 1	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6
	PTF	DEF	PTF	DEF																			
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 1																			
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6																			
<b>IV. ORIGIN</b> (Place an X in one box only.) <input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Remitted from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify) _____ <input type="checkbox"/> 6 Multi-District <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge																							
<b>V. REQUESTED IN COMPLAINT:</b> JURY DEMAND: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (check "Yes" only if demanded in complaint.) CLASS ACTION under F.R.C.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MONEY DEMANDED IN COMPLAINT: \$ _____																							
<b>VI. CAUSE OF ACTION</b> (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) 9 USC, sec. 4 and 29 USC, sec. 195 - Complaint and Petition to Compel Arbitration																							
<b>VII. NATURE OF SUIT</b> (Place an X in one box only.)																							
<b>OTHER STATUTES</b> <input type="checkbox"/> 300 State Reapportionment Act <input type="checkbox"/> 310 Bank and Banking <input type="checkbox"/> 450 Commerce Act <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable Sat. TV <input type="checkbox"/> 510 Selective Service <input type="checkbox"/> 550 Securities Commodity Exchange <input type="checkbox"/> 570 Consumer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Adjustment Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 990 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Detached Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employer's Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truck in Landing <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage - Product Liability <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 447 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 520 Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE / PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related <input type="checkbox"/> 630 Seizure of Property 21 USC 881 <input type="checkbox"/> 635 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input checked="" type="checkbox"/> 720 Labor Mgmt. Relations <input type="checkbox"/> 730 Labor Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Emp'l Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademarks <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HRA 1395 (a) <input type="checkbox"/> 862 BWC Long 925 <input type="checkbox"/> 863 BWC DIWW <input type="checkbox"/> 864 SSDI Title XVI <input type="checkbox"/> 865 RSI 05020 <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Land Entry No. 1, 80-7000																		

SACV11-00579

FOR OFFICE USE ONLY: Case Number \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes  
If yes, list case number(s): \_\_\_\_\_

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes  
If yes, list case number(s): \_\_\_\_\_

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply.)
- ☐ A. Arise from the same or closely related transactions, happenings, or events, or
  - ☐ B. Call for determination of the same or substantially related or similar questions of law and fact, or
  - ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges, or
  - ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State, if other than California, or Foreign Country, in which EACH named plaintiff resides.  
(b) Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item 10i.

County in this District *	California County outside of this District; State, if other than California, or Foreign Country
LOS ANGELES	

- (c) List the County in this District; California County outside of this District; State, if other than California, or Foreign Country, in which EACH named defendant resides.  
(d) Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item 10i.

County in this District *	California County outside of this District; State, if other than California, or Foreign Country
ORANGE	

- (e) List the County in this District; California County outside of this District; State, if other than California, or Foreign Country, in which EACH claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District *	California County outside of this District; State, if other than California, or Foreign Country
LOS ANGELES + ORANGE	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY FOR PLAINTIFF *Amara Fakh* Date April 14, 2011

Notice to Counsel Parties: The CV-71 (JS-64) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 to be filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
801	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935ff(b).)
802	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923.)
803	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 406(g).)
804	DWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g).)
806	SSI	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
808	RNI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 401(g).)